

WORKFORCE DEVELOPMENT TRAINING FUND CONTRACT

Company Name

This Contract is hereby entered into by Company Name ("Contractor"); and the Idaho Department of Labor ("Department"). In consideration of the covenants hereinafter expressed, the parties agree as follows:

- 1. CONTRACTOR ADDRESS & PROJECT LIAISON.** Contractor's address and liaison administratively responsible for this Contract are listed below. The liaison shall be available to the Department to provide information or discuss matters pertaining to this Contract. The liaison can be contacted at the following address and telephone number:

Liaison:	Phone Number:	Email:
Company Address:		

- 2. OBLIGATIONS & COMPENSATION.** Contractor shall perform all work that may be reasonably inferred from the terms of this Contract or its Attachments, whether or not it is specifically described therein. Contractor shall pay for all costs Contractor incurs in the performance of this Contract. Department shall pay Contractor on a cost reimbursement basis up to a maximum of **\$43,000** for the work performed and the materials provided pursuant to the terms of this Contract. All work must be complete as billed and Contractor shall be liable for any discrepancy in documentation. All payments to Contractor shall be made through warrants issued by the Department after the submission of a Workforce Development Training Fund Expense Report and supporting invoices to:

Department Contact: Jenny Hemly	Phone Number: [REDACTED]	Email: [REDACTED]
Department Address: 317 West Main St., Boise, ID 83735-0780		

- 3. PROJECT DESCRIPTION.** Contractor is a manufacturer of... Contractor shall receive Workforce Development Training Funds to assist with the creation and training of 13 new positions for its facilities in Idaho. Contractor agrees to list current job openings with the Department of Labor office in Idaho.

4. PROJECT OBJECTIVES

- Contractor shall create 13 permanent fulltime positions at an average wage rate of \$21.09 per hour plus employer assisted medical benefits. These new positions will be in addition to Contractor's current position level of 50 for a total position count of 63 by April 30, 2013. Contractor acknowledges that reimbursement for training expenses will not be issued by the Department for those positions that do not receive employer assisted

medical benefits or pay less than \$12.00 per hour. Contractor further acknowledges that temporary and contract positions will not qualify for reimbursement. The positions to be created and the rates of pay are as follows:

Position	Number	Average Wage
Mechanical Engineer	1	\$31.25
Logistics/Purchasing Clerk	1	\$13.50
Staff Accountant	1	\$19.23
Quality Engineer	1	\$33.65
Machine Operator/Programmer	3	\$14.00
ERP Analyst / Associate Accountant	1	\$28.84
Salesperson	1	\$28.84
Quality Systems Engineer	1	\$28.84
Shipping Clerk	2	\$12.00
Quality Analyst	1	\$24.03
Total	13	\$21.09

B. Contractor shall retain in full-time employment all trainees successfully completing the training program, provided such trainees are performing in accordance with Contractor's company standards. Notwithstanding the foregoing, Contractor shall not be obligated to retain employees in full-time employment after a period of one year from the date they completed the training program. This provision is not for the benefit of any individual employee and employees shall have no rights against Contractor as a result of this provision.

C. Contractor shall maintain an average cost per trainee of no more than \$3307, for a total grant of Workforce Development Funds not to exceed \$43,000.

5. TRAINING PLAN AND SCHEDULE. Contractor shall provide the positions listed in section 4 with individualized skill training as required by their job classifications. Training shall be provided to all identified employees and be completed by December 31, 2013. To accomplish the aforementioned objectives, Contractor will provide employees with the following job specific training:

<training listed here>

6. EVALUATION AND REPORTING REQUIREMENTS. The training project will be evaluated, in part, on the basis of the following performance measures: number trained, cost per trainee, number of trainees placed or retained in employment, trainee wages prior to and on completion of training, and the impact of training on workers' skills.

A. Quarterly Progress Reports. Quarterly Progress Reports shall be due by the 10th day of the 1st month following the end of each quarter. Quarterly time periods shall be defined as October through December, January through March, April through June, and July through September. Contractor shall provide the Department with the following

information on a quarterly basis to evaluate progress toward achievement of program objectives using the WDTF01-02 and Hire Report:

1. A list of the trainees' names and social security numbers,
2. Number of trainees placed in employment,
3. Trainee wages
4. Training costs

B. Final Report. Contractor shall provide the Department with a final report, due 30 days after completion of this Contract, with the following information:

1. The total number of trainees completing the training program,
2. The total number of trainees hired by Contractor,
3. A list of the trainees' names and social security numbers,
4. A description of employer assisted benefits,
5. An itemized accounting of all expenses, and
6. A description of the overall impact of the Workforce Development Project on Contractor's business.

7. PROJECT BUDGET. Attached hereto as Exhibit "1" and incorporated herein is the Itemized Project Budget. Contractor shall not use funds received pursuant to this Contract to support trainees' wages or the cost of equipment with an acquisition cost in excess of \$1,000.

8. IDENTIFICATION CODES. Contractor shall use the following identification code on all expense and progress reports: **COMPANY-B31-511**

9. CONTRACT AND ATTACHMENTS EMBODY ENTIRE AGREEMENT. The parties warrant by their signature that they have read and will comply with the Provisions and Assurances attached to this Contract as Attachment "A." This Contract and Attachment "A" embody the whole agreement of the parties and there are no other provisions, terms, conditions, or obligations. This Contract and Attachment "A" shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

This Contract began on the 1st day of December 2011, and shall terminate on the 31st day of December 2013.

COMPANY NAME

By _____

Date

Its _____

IDAHO DEPARTMENT OF LABOR

By _____

Date

Its _____

IDAHO DEPARTMENT OF COMMERCE

By _____

Date

Its _____

Exhibit 1
Itemized Project Budget (example)

WDTF

<u>Training Type</u>	<u>Cost</u>
Equipment Training	\$26,000
Forklift Training	\$90
TechHelp	\$16,910
TOTAL	\$43,000

Budget Narrative:

Right Stuff Equipment, 2 weeks of in-house equipment training
\$2000 per trainee x 13 trainees = \$26,000

Forklift training by Norlift, \$90 per trainee x 1 trainees = \$90

TechHelp-Lean Manufacturing \$16,910

ATTACHMENT A

WORKFORCE DEVELOPMENT TRAINING FUND CONTRACT PROVISIONS AND ASSURANCES

SECTION 1 - CONTRACT PURPOSE

The purpose of the Training Fund established under Idaho Code § 72-1347B is to provide or expand training and retraining opportunities that would not otherwise exist for Idaho's workforce. The Training Fund is intended to supplement, but not to supplant or compete with money available through other existing training programs. The moneys paid to Contractor pursuant to this Contract may only be used to provide training for skills necessary for specific economic opportunities and industrial expansion initiatives, or to provide training to upgrade the skills of currently employed workers who are at risk of being permanently laid off.

SECTION 2 - DEFINITIONS

The words defined below shall have the meaning set forth when used in this Contract:

2.1 **TRAINEE.** An individual who receives occupational skills training from Contractor with funding provided in whole or in part from the Training Fund.

2.2 **UNALLOWABLE COSTS.** Any charges to the Contract that are determined to be unallowable under state law, federal law, or the terms and conditions of this Contract.

2.3 **WRITTEN NOTICE.** Any notice, request, claim, or other document which is required by this Contract to be written shall be deemed to be given when it is personally delivered or sent by certified mail to the address of the party set forth in this Contract.

SECTION 3 - TRAINING PROJECT REQUIREMENTS

3.1 Training projects must emphasize job skill training. Basic skill training and training in quality practices will only be allowed in conjunction with job skill training.

3.2 Training must be for full time employment. Training of temporary or part-time employees shall not be supported with Contract funds.

3.3 If the occupation for which training is being conducted is covered by a collective bargaining agreement, union concurrence is required.

3.4 If new jobs are created through the use of Contract funds, Contractor shall list those job openings with the Department of Labor's nearest local office.

SECTION 4 -RELATIONSHIP OF THE PARTIES

4.1 Contractor shall be and shall remain an independent contractor with full authority, consistent with the other terms of this Contract, to select the means, methods and manner of providing the work called for by this Contract. Contractor shall have full responsibility for all work and materials required and contemplated by this Contract, and nothing herein shall be construed or interpreted to create a principal-agent, master-servant, or joint venture relationship of any kind or degree between Contractor and any governmental agency.

4.2 Notwithstanding the provisions of paragraph 4.1 above, Contractor agrees that it will provide all work and materials contemplated by this Contract in strict compliance with the terms of this Contract and all Attachments hereto, and that the work and materials to be performed or provided by Contractor are subject to continuing scrutiny, inspection, and approval by the Department of Labor as being services or activities that meet the purposes of the Training Fund.

4.3 Contractor agrees that, in relation to this Contract, it will cooperate fully with all governmental agencies, including the Department of Labor, and that it will coordinate its work as necessary and as may be directed by the Department of Labor. In the event an inconsistency exists, the parties will promptly meet to discuss a mutually acceptable resolution before other remedies under this Contract are exercised.

4.4 Contractor agrees to pay when due, all wages, salaries, obligations or other indebtedness to all persons employed pursuant to this Contract.

4.5 Contractor agrees to pay when due, all applicable taxes and obligations imposed on Contractor as a result of work performed pursuant to this Contract, including but not limited to, tax and contributions for unemployment insurance, workmen's compensation, social security, and other taxes and liabilities imposed by the United States Government or any state or other governmental agency.

4.6 Contractor agrees to pay promptly all valid claims, penalties, interest and costs that may be assessed against Contractor under the laws or regulations of any governmental agency as a result of work performed under this Contract or as a result of a breach of this Contract.

SECTION 5 - SUBCONTRACTING FOR WORK OR SERVICES

None of the work covered by this Contract shall be subcontracted without the prior written approval of the Department of Labor. Any work subcontracted hereunder shall be subject to all the provisions of this Contract.

SECTION 6 - COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or agency has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, to be paid from training funds received under this Contract or from any other source. For breach of this covenant, the Department of Labor shall have the right to annul this Contract without liability, or at its

discretion, to deduct from the Contract said cost or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 7 - AVAILABILITY OF FUNDS

7.1 It is understood that all funding and payments made pursuant to this Contract are contingent upon the availability of training tax funds collected pursuant to § 72-1347B, Idaho Code, as well as continued authorization for the Training Fund from the Idaho State Legislature. In the event the Training Fund is reduced or terminated or no longer has sufficient funds or a positive balance, the financial participation of the Department of Labor shall be reduced accordingly or terminated at the discretion of the Director of the Department of Labor.

7.2 The total cost to the Department of Labor for the performance of this Contract shall not exceed the amount heretofore agreed upon as the maximum payment to Contractor for the work, services, activities and materials to be provided. If at any time during the Contract period Contractor has reason to believe that the total cost for the performance of this Contract may exceed the budget, Contractor shall promptly notify the Department of Labor in writing, giving the revised estimate of total cost and the reasons for the possible increase. The Department of Labor may negotiate an amendment to revise the Contract amount, or terminate the Contract. Any increase in the Contract amount must be approved by the Director of the Department of Labor and the Director of the Department of Commerce.

7.3 It is understood and agreed that the Department of Labor and the Department of Commerce are government entities of the State of Idaho, and this Contract shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature or the United States Congress as may exist from time to time. In the event the Legislature of the State of Idaho or the United States Congress fails, neglects, or refuses to appropriate such funds as may be required and designated to continue payment for this Contract, this Contract shall be at such time automatically terminated and at an end. All future rights and liabilities of the parties hereto shall thereupon cease within thirty (30) days after written notice to Contractor.

SECTION 8 - COST CATEGORIES AND BUDGET GUIDELINES

8.1 Expenditures allowed pursuant to this Contract are training costs, which may include: training seminars, tuition, fees, books and classroom materials, instructor wages and benefits, instructor and trainee travel and per diem, reasonable equipment lease and rental costs during the training project period, rent of training facilities, reasonable cost of both pretraining and post training assessment of trainees, costs of curriculum development, minor training equipment, and other reasonable costs related to direct training.

8.2 Ineligible expenditures include, but are not limited to, the cost of preparing the proposal, trainees' salaries, and major equipment with an acquisition cost in excess of \$1,000.

8.3 All trainee travel must be itemized in the Project Budget. No trainee travel will be reimbursed with Contract funds for any purpose other than training as specified in the Project

Budget. Trainee travel outside Contractor's geographic location will not be reimbursable unless approved as specified in the Contract's budget.

SECTION 9 - ACCOUNTING SYSTEM

Contractor shall furnish and maintain a financial management system in accordance with generally accepted accounting principles that provides for:

- a) Accurate, current, and complete disclosure of the financial results of Contract activities;
- b) Ability to identify adequately the source and application of Contract funds;
- c) Effective control over and accountability for all Contract funds;
- d) Comparison of actual Contract expenditures or earnings with budget amounts;
- e) Accounting records that are supported by source documentation and provide for proper allocation among the allowable expenditures; and
- f) Fiscal accounts maintained in a manner sufficient to permit the reports required by the Department of Labor to be prepared therefrom.

SECTION 10 - AUDIT

10.1 Contractor agrees to maintain books, records, documents, and other evidence of accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. The Department of Labor or its duly authorized representative shall have access to any of Contractor's books, documents, or records that are directly pertinent to this specific Contract. Access to records includes the right to review, audit, inspect, and make copies and transcriptions.

10.2 Contractor agrees to maintain all books, records, and other documents relevant to this Contract for six (6) years after final payment. It is agreed that if an audit, litigation or other action involving records is initiated before the six (6) year period has expired, the records shall be retained until all issues arising out of such actions are resolved.

10.3 Contractor agrees that in case of the termination of the existence of Contractor by bankruptcy or any other reason, that all program and fiscal records related to this Contract in Contractor's possession shall be provided to the Department of Labor and shall become the property of the Department of Labor.

10.4 The requirements of this section shall be included in all approved subcontracts and assignments.

SECTION 11 - PROHIBITED ACTIVITIES

11.1 Political Activities. No funds received from the Training Fund shall be used directly or indirectly for any political activity. Contractor shall not directly or indirectly cause or attempt to cause any person to make a contribution of a thing of value, including services, for the benefit of any political cause, candidate or any political party, by means of the denial or deprivation or the threat of the denial or deprivation of any employment or benefits funded under the Training Fund.

11.2 Lobbying Prohibited. Funds provided under this Contract shall not be used to support or defeat governmental candidates in any election or to support or defeat any national, state, county or municipal legislation, ordinances or policies.

11.3 Theft, Embezzlement, Improper Inducement, Obstruction of Investigations, Incident Reports. Contractor agrees to adhere to the following provisions:

- a) Contractor shall not knowingly embezzle, willfully misapply, steal or obtain by fraud any of the monies, funds, assets, or property provided by this Contract;
- b) Contractor shall not induce any trainee to give up any money or any other thing of value under threat of dismissal;
- c) Contractor shall not willfully obstruct or impede an investigation or inquiry arising from activities under this Contract;
- d) Contractor shall immediately report to the Department of Labor all alleged or suspected incidents of fraud, abuse, or other criminal activity relating to the performance of this Contract; and
- e) Contractor shall not solicit or accept unlawful or illicit gratuities, favors or anything of monetary value relating to the performance of this Contract.

11.4 Nondiscrimination and Equal Opportunity. As a condition of the award of financial assistance from the Training Fund, the Contractor assures, with respect to the operation of the Contract or arrangements to carry out the work contemplated herein, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Idaho Human Rights Act at Chapter 59, Title 67, Idaho Code, and with all other federal, state and local laws, and all applicable requirements imposed by regulations implementing those laws. The Department of Labor shall have the right to seek judicial enforcement of this assurance.

11.5 Sexual Harassment Policy. It shall be the policy of Contractor to forbid absolutely the sexual harassment of any trainee. Additionally, a person who is qualified for but denied an employment or training benefit under this Contract because of another's submission to sexual harassment is protected by this policy.

SECTION 12 - SAFETY PRECAUTIONS

12.1 OSHA Compliance. The State of Idaho and its officers, employees and agents assume no responsibility with respect to any accident, illness or claims arising out of any work, services, or activities undertaken due to or with the assistance of funds provided under this Contract. Contractor is expected to take reasonable steps to insure or protect itself and its personnel. Health and safety standards established under state and federal law, otherwise applicable to the working conditions of Contractor's employees, shall be equally applicable to the working conditions of Contractor's trainees.

12.2 Work Place Compliance. Trainees involved or engaged in work pursuant to this Contract shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under conditions that are unsanitary, hazardous or dangerous to their safety or health. Contractor agrees to indemnify and hold harmless the State of Idaho and its officers, employees and agents from any claims, suits, actions or obligations arising as a result of injury or illness of any employee, agent, officer, person, or trainee connected with Contractor.

SECTION 13 - DISPUTES

Contractor agrees to attempt to resolve disputes arising from the Contract by alternative dispute resolution such as negotiations, in lieu of litigation. Continued performance during disputes is assured, unless or until a notice of suspension or termination or default is received. Any dispute concerning a question of fact or law arising under this Contract that is not settled by informal means shall be decided by the Director of the Department of Labor who shall render his decision in writing to Contractor, which decision is binding upon all parties to this Contract or otherwise affected by the Contract.

SECTION 14 - OWNERSHIP OF INFORMATION

All rights and title to data, technical data, or materials developed or generated under the terms of this Contract by Contractor shall vest in Contractor. Contractor agrees not to market or make commercially available any information or materials developed or generated under the terms of this Contract. The requirements of this Section are to be included in all approved subcontracts and assignments.

SECTION 15 - TIME OF PERFORMANCE

Contractor agrees that this Contract is effective no earlier than the date set out herein and the Director of the Department of Labor and the Director of the Department of Commerce, or their designees, have signed the Contract. Neither Contractor nor its organization shall perform services or purchase materials under the terms of this Contract until the Contract period has begun. Neither the Department of Labor nor the Department of Commerce shall be liable or in any way responsible for services rendered to or materials purchased for Contractor prior to the effective date of this Contract.

SECTION 16 - ACCEPTANCE OF WORK

Performance under this Contract is to be accomplished to the satisfaction of the Department of Labor. The Department of Labor will determine the acceptability of performance of all work performed by Contractor.

SECTION 17 - INDEMNIFICATION

Contractor shall defend, protect, and hold harmless the State of Idaho and its officers, employees, and agents against all claims, suits or actions arising from any act of omission or commission of Contractor or any of its employees, trainees or agents while performing any work, services, or activities, or providing any materials relating to or in connection in any way with the performance of this Contract or its agreements with trainees serviced under this Contract.

SECTION 18 - CONTRACTOR'S DEFAULT

18.1 Default Causes. The Department of Labor may terminate this Contract and all rights, liabilities and obligations due hereunder, at any time, for the following nonexclusive reasons, any one of which shall constitute a default:

- a) Contractor refuses or neglects or is unable to provide the work or materials contemplated by this Contract;
- b) Contractor fails to provide the work or materials contemplated by this Contract in a timely manner;
- c) Contractor fails to comply with any one or more of the terms of this Contract, or performs in bad faith;
- d) Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors;
- e) A trustee or receiver is appointed for Contractor or for any of its property;
- f) Contractor files a petition to take advantage of any debtor's relief act or to reorganize itself under the Bankruptcy Act or similar laws;
- g) Contractor fails to timely pay any payments for any reason as contemplated herein;
- h) Contractor disregards any applicable statutes, ordinances, rules, directives, or orders of any governmental entity.

18.2 Department of Labor's Right to Terminate if Emergency Exists. If events or acts constituting a default of the Contractor represent a threat to the lives, safety, health or well-being of any person, the Department of Labor may immediately declare this Contract terminated notwithstanding the provisions of Section 20.

18.3 Notice of Default. If the acts or events constituting a default of Contractor do not represent a threat to the lives, safety, health or well-being of any person, Contractor shall be entitled to receive written notice from the Department of Labor specifying the grounds for the default. If Contractor does not cure the defects that gave rise to the default within five (5) working days after receipt of written notice, the Department of Labor may immediately thereafter declare the Contract terminated pursuant to Section 20.

SECTION 19 - SUSPENSION

The Department of Labor may, upon 30 days written notice to Contractor, suspend this Contract in whole or in part if it is determined that suspension is in the best interest of the Department of Labor, or if Contractor has materially failed to comply with the terms and conditions of this Contract or is otherwise in default. No obligations incurred by Contractor during such period of suspension shall be allowable under the suspended Contract, except that the Department of Labor may, at its discretion, allow necessary and proper costs that Contractor could not reasonably avoid during the period of suspension. Appropriate adjustments to payments under the suspended Contract will be made either by withholding payments or by not allowing Contractor credit for disbursements that are made in liquidation of authorized obligations incurred during the period of suspension. Suspension of the Contract shall remain in effect until Contractor has taken corrective action to the satisfaction of the Department of Labor, or given assurances satisfactory to the Department of Labor that corrective action will be taken, or until the Department of Labor terminates the Contract.

SECTION 20 - TERMINATION OF CONTRACT

20.1 Department of Labor's Right to Terminate. This Contract may be terminated in whole or in part by the Department of Labor at any time before the date of completion for any of the following reasons:

- a) Upon receipt by the Department of Labor of Notice of Suspension or Termination of the Training Fund;
- b) Due to insufficient funds or a negative balance in the Training Fund;
- c) Due to unforeseen circumstances that would require a major modification to the project;
- d) For the convenience of the Department of Labor without cause;
- e) Upon the Contractor's default and failure to cure.

20.2 Notice of Termination. Notice of termination will be given to Contractor in writing at least 15 calendar days prior to the effective date of termination.

20.3 Effect of Termination Notice. Upon receipt of notice of termination, Contractor shall not incur new obligations for the remaining period of this Contract and shall cancel as many

outstanding obligations as possible. The Department of Labor shall, however, allow full credit for noncancellable obligations, properly incurred, prior to the effective date of the termination.

20.4 Final Accounting. In the event of termination, Contractor shall provide in writing to the Department of Labor an accounting of all payments and expenditures received or made by it pursuant to this Contract within thirty (30) days of the termination of this Contract.

20.5 Final Payment. Within thirty (30) days of receipt of the final accounting from Contractor, the Department of Labor shall pay any amount that may be found to be due and owing Contractor pursuant to the terms of this Contract.

20.6 Contractor Repayment. In the event that Contractor has received any amount pursuant to this Contract in excess of that to which it was entitled, Contractor shall, within thirty (30) days of the termination of the Contract, repay to the Department of Labor any overpayment. If repayment of the overpayment to the Department of Labor is not made within the thirty (30) day period, the Department of Labor shall be entitled to commence a civil action to collect the overpayment, and in such an event, Contractor shall be responsible for and agrees to pay all costs of collection, including reasonable legal fees, expenses, court costs, witness, expert and consulting fees.

SECTION 21 - ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the Department of Labor.

SECTION 22 - GOVERNING LAW

This Contract shall be governed by the laws of the State of Idaho and performed therein. Venue for any suit brought to enforce any provision of this Contract shall be in Idaho state courts.

SECTION 23 - SEVERABILITY OF PROVISIONS

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws, ordinances, statutes, regulations, and the intent of this Contract.

SECTION 24 - CHANGES AND MODIFICATIONS

24.1 The Department of Labor may request changes in the general scope of this Contract, but such changes shall be limited to changes that would expedite achievement of the objectives and would not require substantive changes to the training plan.

24.2 If any change under this section causes an increase or decrease in the cost or time required of Contractor for the performance of any part of the work under this Contract, an equitable adjustment to the mutual satisfaction of all parties may be made and the Contract shall be modified in writing accordingly.

24.3 Legislative Changes. Certain Contract modifications may be required due to new legislation or material changes in circumstances. If Contractor cannot comply with the revised requirements within ten days of receipt of the notice of revision from the Department of Labor, the Contract may be terminated upon notice to Contractor.

SECTION 25 - NONWAIVER BREACH

The waiver by any party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.